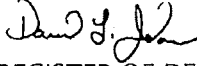


FILED  
CASS COUNTY, NE.

2016 Aug 10 PM 12:19  
Bk 98 OF GEN PG 1

  
REGISTER OF DEEDS  
#04166 \$46.00

## SNDA

This instrument prepared by  
and after recording return to:  
Tammy Harper  
Dollar General Corporation  
100 Mission Ridge  
Goodlettsville, TN 37072

Dollar General Store No. 17173  
Eagle, Nebraska

### SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

This Subordination, Attornment and Non-Disturbance Agreement ("Agreement") made to be effective this 9<sup>th</sup> day of August 2016, by and between Dolgencorp, LLC, a Kentucky limited liability company, ("Tenant"), and, CrossFirst Bank, ("Mortgagee").

#### STATEMENT OF PURPOSE

1. Mortgagee is the holder of a deed of trust, dated August 9, 2016 ("Mortgage") on the real estate described on Exhibit A attached hereto and incorporated herein by reference, which Mortgage is recorded in the Office of the Register of Cass County, Nebraska, in Book 97, Gen. Pg, 1063
2. Tenant and Colby Series I, LLC, ("Landlord") have entered into that certain lease dated October 19, 2015, (the "Lease").
3. Tenant and Mortgagee desire to confirm their understanding with respect to the lease and the Mortgage.

L20154910 PC  
Chicago Title Company, LLC

## AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants and agreements, together with \$1.00 and other valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged by the parties, Mortgagee and Tenant hereby agree and covenant as follows:

1. The Lease shall be subject and subordinate to the Mortgage and to all renewals, modifications or extensions thereof.
2. Provided Tenant is not in material default (beyond any period given Tenant to cure such default) in the payment of rent or in the performance of any of its terms, covenants or conditions of the Lease to be performed by Tenant, (i) Tenant's rights and privileges under the Lease shall not be diminished or interfered with by Mortgagee; (ii) Tenant's occupancy of the Demised Premises shall not be disturbed by Mortgagee for any reason whatsoever during the Lease term; (iii) Mortgagee shall not in any manner disaffirm the Lease; and (iv) Tenant shall not be named a party to any foreclosure proceeding unless required by state law.
3. If the interests of Landlord are transferred to Mortgagee by reason of foreclosure or other proceedings brought by Mortgagee and Mortgagee succeeds to the interest of Landlord under the Lease, Tenant shall be bound to Mortgagee under all of the terms, covenants and conditions of the Lease for the balance of the Lease Term with the same force and effect as if Mortgagee were Landlord under the Lease, and Tenant does hereby attorn to Mortgagee as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Mortgagee succeeding to the interest of Landlord under the Lease. Tenant shall be under no obligation to pay rent to Mortgagee until Tenant receives written notice from Mortgagee that it has succeeded to the interest of Landlord under the Lease. Tenant may rely on such written notice and begin paying rent to Mortgagee without taking further action and Tenant shall incur no liability to Landlord in the event Tenant relies in good faith on such written notice to begin rent payments to Mortgagee. The respective rights and obligations of Tenant and Mortgagee upon such attornment (including, but not limited to, the disposition of fire insurance proceeds and/or condemnation awards), to the extent of the then remaining balance of the Lease Term shall be and are the same as set forth in the Lease, it being the intention of the parties to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth herein.

6. The Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect, to the Mortgage and to any and all renewals, modifications and extensions, but any and all such renewals, modifications and extensions shall nevertheless be subject to and entitled to the benefits of the terms of this Agreement.
  7. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by both parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.
  8. Capitalized terms not defined herein shall have the definitions given them in the Lease.
  9. Tenant hereby executes and agrees to the provisions of this Subordination, Attornment and Non-Disturbance Agreement as of the date hereof, which approval shall be null and void if a fully executed and recorded original of this agreement shall not be received by Tenant no later than thirty (30) days from the date of this Agreement.
-

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Agreement to be duly executed on the dates shown hereinafter below.

DATE: August 2, 2016

TENANT: DOLGENCORP, LLC.

Witness Signature:

Annette Whitley

BY:

Dana Francis

Witness Print:

Annette Whitley

NAME: DANA FRANCIS

Witness Signature:

Marilyn A. Horton

ITS: DIRECTOR OF LEASE COMPLIANCE AND RENEWALS

Witness Print:

Marilyn A. Horton

DATE: \_\_\_\_\_

MORTGAGEE: CROSSFIRST BANK

Witness Signature:

Julie Wilson

BY:

Stacy P Cook

Witness Print:

Julie Wilson

NAME: Stacy P Cook

Witness Signature:

Sheila Brennan

ITS:

Commercial Real Estate Banker

Witness Print:

SHEILA BRENNAN

STATE OF TENNESSEE )  
 ) SS  
COUNTY OF DAVIDSON )

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Dana Francis with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged herself to be the Director of Lease Compliance and Renewals of Dolgencorp, LLC, a Kentucky limited liability company, and that she as Director of Lease Compliance and Renewals, being authorized to do so, executed the Subordination, Attornment and Non-Disturbance Agreement for the purpose therein contained, by signing the name of the corporation by herself as such Director of Lease Compliance and Renewals as her own free act and deed.

Witness my hand, at office this 2nd day of August, 2016.

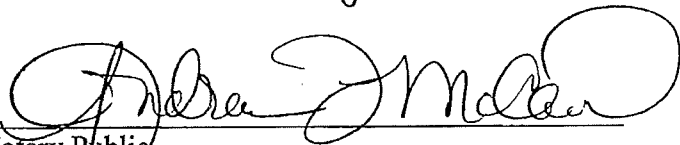


Tammy Harper  
Notary Public  
My commission: 12-6-16

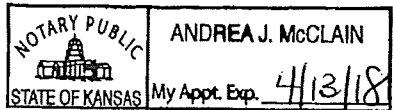
STATE OF Kansas )  
COUNTY OF Johnson ) SS

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Stacy P. Cook whose name as Comm. RE Banker of CROSSFIRST BANK, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said CROSSFIRST BANK.

Given under my hand and seal this 5<sup>th</sup> day of August, 2018.

  
\_\_\_\_\_  
Notary Public

My commission expires: 4/13/18



**EXHIBIT A**

Lot 1 of the Eagle Eyrie Addition to the Village of Eagle, a subdivision of a part of the Northeast Quarter of Section 29, Township 10 North, Range 9 East, of the 6th Principal Meridian, Cass County, Nebraska, according to the recorded plat thereof, and being more particularly described as follows:

Referring to the Northeast corner of said Section 29; thence westerly on an assumed bearing of North 90°00'00" West, on the North line of the Northeast Quarter of Section 29, 955.91 feet; thence southerly South 00°00'00" East, 65.00 feet, to a point of intersection on the southerly right of way line of Highway 34; thence South 00°06'25" East, 13.00 feet; thence westerly South 90°00'00" West, 66.00 feet, to the true Point of Beginning; thence following the perimeter of the described tract on the following bearings and distances: South 00°06'25" East, 290.00 feet; thence South 90°00'00" West, 180.00 feet; thence North 00°06'25" West, 290.00 feet; thence North 90°00'00" East, 180.00 feet, to the Point of Beginning.

Containing a total calculated area of 52,200 square feet, or 1.198 acres, more or less.